

**ORDER 2023-83
IN RE SETTLEMENT AGREEMENT**

**DIGITAL GAMING CORPORATION
LIMITED d/b/a DIGITAL GAMING
CORPORATION (BETWAY)
23-BW-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Charles Cohen, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
DIGITAL GAMING CORPORATION)	23-BW-02
LIMITED d/b/a DIGITAL GAMING)	
CORPORATION (BETWAY))	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Digital Gaming Corporation Limited d/b/a Digital Gaming Corporation ("Betway"), (collectively, the "Parties") desire to enter into this settlement agreement ("Agreement") prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

1. 68 IAC 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).
2. 68 IAC 27-13-2(d) provides that sports wagering operators must restrict wagering by statewide Internet self-restriction participants and may not market to statewide Internet self-restricted participants.
3. 68 IAC 6-3-4(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
4. 68 IAC 6-3-4(b)(3) provides the internal controls must, at a minimum, address that the casino licensee must refuse wagers from and deny gaming privileges to any voluntarily excluded person.
5. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
6. Gaming Agents conducted the 2022 4th quarter prohibited participant audit for Betway. The results of the audit determined that there were twenty-five (25) omissions. Gaming Agents subsequently reached out to Betway for a remediation plan and Betway provided that their certificate holder did provide them with the appropriate prohibited participant list, however, the file was not extracted and delivered to the Operational Compliance team for processing. Betway was able to confirm that six (6) prohibited participants were inadvertently left off the audit list

but were confirmed to be excluded. The remaining nineteen (19) omissions were contained on the file not extracted and processed by Betway and as a result, were not properly excluded.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Betway, by and through its agents as described herein, constitute a breach of IC 4-38, 68 IAC, and/or Betway's approved internal control procedures. The Commission and Betway hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Betway.

Betway shall pay to the Commission a total of \$4,750 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Betway agrees to promptly remit payment in the amount of \$4,750 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

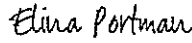
This Agreement shall be binding upon the Commission and Betway.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

6/7/2023
Date

DocuSigned by:


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Elina Portman, Director of Compliance and
Legal Affairs
Digital Gaming Corporation Limited d/b/a
Digital Gaming Corporation (Betway)

May-26-2023 | 14:56 EDT
Date